

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

FRANKLIN CALIFORNIA TAX-FREE TRUST
(for the FRANKLIN CALIFORNIA
INTERMEDIATE-TERM TAX FREE INCOME
FUND), et al.,

Plaintiffs,

v.

THE COMMONWEALTH OF PUERTO RICO,
et al.,

Defendants.

CASE NO. 14-1518 (FAB)

DECLARATORY JUDGMENT

**PLAINTIFFS' MOTION FOR LEAVE TO FILE MEMORANDUM OF LAW
IN EXCESS OF PAGE LIMIT**

COMES NOW, Plaintiffs Franklin California Tax-Free Trust (for the Franklin California Intermediate-Term Tax Free Income Fund), Franklin Tax-Free Trust (for the series Franklin Federal Intermediate-Term Tax-Free Income Fund, Franklin Double Tax-Free Income Fund, Franklin Colorado Tax-Free Income Fund, Franklin Georgia Tax-Free Income Fund, Franklin Pennsylvania Tax-Free Income Fund, Franklin High Yield Tax-Free Income Fund, Franklin Missouri Tax-Free Income Fund, Franklin Oregon Tax-Free Income Fund, Franklin Virginia Tax-Free Income Fund, Franklin Florida Tax-Free Income Fund, Franklin Louisiana Tax-Free Income Fund, Franklin Maryland Tax-Free Income Fund, Franklin North Carolina Tax-Free Income Fund, and Franklin New Jersey Tax-Free Income Fund), Franklin Municipal Securities Trust (for the series Franklin California High Yield Municipal Bond Fund and Franklin Tennessee Municipal Bond Fund), Franklin California Tax-Free Income Fund, Franklin New York Tax-Free Income Fund and Franklin Federal Tax-Free Income Fund (together, the

“Franklin Funds”), together with Oppenheimer Rochester Fund Municipals, Oppenheimer Municipal Fund (on behalf of its series Oppenheimer Rochester Limited Term Municipal Fund), Oppenheimer Multi-State Municipal Trust (on behalf of its series Oppenheimer Rochester New Jersey Municipal Fund, Oppenheimer Rochester Pennsylvania Municipal Fund and Oppenheimer Rochester High Yield Municipal Fund), Oppenheimer Rochester Ohio Municipal Fund, Oppenheimer Rochester Arizona Municipal Fund, Oppenheimer Rochester Virginia Municipal Fund, Oppenheimer Rochester Maryland Municipal Fund, Oppenheimer Rochester Limited Term California Municipal Fund, Oppenheimer Rochester California Municipal Fund, Rochester Portfolio Series (on behalf of its series Oppenheimer Rochester Limited Term New York Municipal Fund), Oppenheimer Rochester AMT-Free Municipal Fund, Oppenheimer Rochester AMT-Free New York Municipal Fund, Oppenheimer Rochester Michigan Municipal Fund, Oppenheimer Rochester Massachusetts Municipal Fund, Oppenheimer Rochester North Carolina Municipal Fund and Oppenheimer Rochester Minnesota Municipal Fund (collectively, the **“Oppenheimer Rochester Funds,”** and together with the Franklin Funds, **“Plaintiffs”**), by and through their attorneys respectfully request leave to file a memorandum of law in excess of page limit:

1. On June 28, 2014, Plaintiffs filed their Complaint [Docket No. 1]. On June 29, 2014, Plaintiffs filed their Amended Complaint [Docket No. 2].
2. On July 21, 2014, the Commonwealth of Puerto Rico, Governor Alejandro J. Carcia Padilla, and John Doe, Agent for the Government Development Bank for Puerto Rico (collectively, the **“Commonwealth”**) and the Puerto Rico Electric Power Authority (**“PREPA”**) each filed a motion to dismiss Plaintiffs’ Amended Complaint, together with an accompanying

memorandum of law in support [Docket Nos. 10 and 31]. Each memorandum of law exceeded 20 pages in length.

3. In response to the motions to dismiss filed by the Commonwealth and PREPA, Plaintiffs are contemporaneously filing an opposition to each of the Commonwealth's and PREPA's motions to dismiss, as well as a cross-motion for summary judgment on certain claims. In the interests of judicial economy, Plaintiffs seek to file a single, consolidated memorandum of law (the "**Memorandum**") in support of their opposition to each motion to dismiss and their cross-motion for summary judgment.

4. Plaintiffs are aware that pursuant to Rule 7(d) of the Local Civil Rules for the U.S. District Court for the District of Puerto Rico, oppositions to each motion to dismiss should not exceed fifteen (15) pages in length and motions requesting summary judgment should not exceed twenty-five (25) pages in length.

5. Accordingly, Plaintiffs believe that Rule 7(d) entitles them to file a memorandum that is no more than 55 pages in length. Out of an abundance of caution, however, Plaintiffs respectfully request entry of an order granting leave to file the Memorandum in excess of the page limit, with such Memorandum not exceeding 40 pages in length.

WHEREFORE, Plaintiffs request that this Court grant leave to file the Memorandum that is no more than 40 pages in length.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, today August 11, 2014.

s/MANUEL FERNÁNDEZ-BARED

MANUEL FERNÁNDEZ-BARED

USDC-PR No. 204,204

E-mail: mfb@tcmrslaw.com

s/LINETTE FIGUEROA-TORRES

LINETTE FIGUEROA-TORRES

USDC-PR No. 227,104

E-mail: fft@tcmrslaw.com

**TORO, COLÓN, MULLET, RIVERA
& SIFRE, P.S.C.**

P.O. Box 195383

San Juan, PR 00919-5383

Tel.: (787) 751-8999

Fax: (787) 763-7760

– and –

s/ LAURA R. DOMINGUEZ-LLERANDI

LAURA R. DOMINGUEZ-LLERANDI

USDC-PR 219,114

30 Reparto Piñero

Guaynabo, PR 00969-5650

Tel.: (787) 528-7583

Fax.: (787) 963-0677

E-mail: ldominguezlaw@gmail.com

– and –

**KRAMER LEVIN NAFTALIS & FRANKEL
LLP**

s/ THOMAS MOERS MAYER

THOMAS MOERS MAYER

AMY CATON

1177 Avenue of the Americas

New York, New York 10036

Tel.: (212) 715-9100

Fax: (212) 715-8000

Email: tmayer@kramerlevin.com

acaton@kramerlevin.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this same day, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

s/LINETTE FIGUEROA-TORRES

LINETTE FIGUEROA-TORRES

USDC-PR No. 227,104

E-mail: lft@tcmrslaw.com